

**IN THE UNITED STATES BANKRUPTCY  
COURT FOR THE DISTRICT OF PUERTO  
RICO**

**IN RE:**

MANUEL BABILONIA  
And  
Milda Cortes aka  
Mirta Cortes

DEBTORS IN POSSESSION

CASE NO. 16-01148(BKT)

Chapter 11

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**FIRST AMENDED DISCLOSURE  
STATEMENT**

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## **ARTICLE I. INTRODUCTION**

This is the Disclosure Statement and Plan (the "Disclosure Statement") in the chapter 11 case of MANUEL BABELONIA & MILTA CORTES hereinafter the Debtor. This Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization (the "Plan") filed by the Debtor on July 5, 2016. **YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

### **Section 1.1 Purpose of This Document**

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether confirm the Plan,
- Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

### **Section 1.2 Deadlines for Voting and Objecting; Date of Plan Confirmation**

#### **Hearing**

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

**Time and Place of the Hearing to Confirm the Plan:**

The hearing where the Court will determine whether to approve the Disclosure Statement and/or confirm the Plan will take place on \_\_\_\_\_ 2016

**(a) Deadline for Voting to Accepting or Reject the Plan:**

If you are entitled to vote accept or reject the plan, you will be receiving in the coming days a ballot with the order of hearing and a copy of the Disclosure Statement and Plan of Reorganization. With the Ballot, you will receive notice regarding the due date to accept or reject the Plan. See section IV.A. Below for a discussion of voting eligibility requirements.

**(b) Deadline for Objecting to the Adequacy of Disclosure and Confirmation of the Plan**

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon the Debtor as directed and ordered by the Court.

**(c) Identity of Person to Contact for More Information**

If you want additional information about the Plan, you should contact debtor' counsel GARCIA- ARREGUI & FULLANA PSC. 252 PONCE DE LEON AVE. SUITE 1101 SASN JUAN PR. 00918. TEL 787 766-2530 EMAIL [isabelfullana@gmail.com](mailto:isabelfullana@gmail.com)

**Section 1.3 Disclaimer**

The Court's approval of this Disclosure Statement is subject to the hearing on the adequacy of the information disclosed to be held on October 26 Confirmation of the Plan such hearing has been scheduled for \_\_\_\_\_ 2016.

## **ARTICLE II**

### **Section 2.1 Description and History of the Debtor's Business**

Basically, Mr. Manuel Babilonia and Ms. Milta Cortes (herein Debtors in Possession) manages a motel business which is incorporated and doing business as Motel Tropical Inc. This related entity also filed for relief on February 11, 2016(Case # 16-00966 BKT), there is also another related entity which filed for protection B & D Enterprises S.E. (Case #16-00978(BKT). Ms. Cortes presently rents out her home under the Home Away programs. In its personal capacity Mr. Babilonia also has a Hostel comprising of six rooms which are rented on short term basis.

As the financial conditions deteriorated, the income of the business languished. Debtors in Possession executed several Loan document and mortgage notes as security to moneys disbursed to Debtor in Possession, on October 15, 2013 Banco Popular (later amended on March 9, 2014), filed a foreclosure proceeding against MANUEL BABELONIA & MILTA CORTES., B & D Enterprises S.E. and Ceda Media Inc. and Mr. Manuel Babilonia and Milta Cortes.

Thus the debtor decided to file for protection under the Bankruptcy code, in order to restructure its business operations and or consider other alternative to the rehabilitation of his personal businesses. The sale of certain properties belonging to the other co-debtors and which are encumbered with liens to originally Wester bank now Banco Popular may be a means of rehabilitating its business matters by reducing the outstanding balance. It is anticipated that certain of the properties if sold would be sufficient to satisfy the secured claim of the Bank and thus may provide the means to reorganize the debtors and its related entities.

Due to the sluggish economy, debtor has been unable to keep current with all its payment to secured creditor. Creditor who filed a foreclosure proceeding which at the time of the filing was pending before the Superior Court of Puerto Rico Quebradillas, Branch. The

Debtor filed a counter claim against Banco Popular for damages. Thus the debtor decided to file for protection under the Bankruptcy code, in order to restart and restructure its business operations and or consider other alternative to the rehabilitation of the business or the sale of certain properties which are encumbered with liens to originally Wester bank now Banco Popular. Besides the properties encumbered by liens, the debtor owns additional parcel of land free from any encumbrances that can be used to further his reorganization.

The present petition was filed in order to protect the assets of the estate from the foreclosure of its interest in real property essential to successful reorganization efforts and furthermore to preserve or create some value that would otherwise be lost outside of bankruptcy.

### **Section 2.2 Events Leading to Chapter 11 Filing**

Banco Popular filed a foreclosure proceeding against Debtor in Possession and all related entities and individuals above mentioned at the Superior Court of Quebradillas, Puerto Rico CICD 2013-0121.

### **Section 2.3 Significant Events during the Bankruptcy Case**

#### **(a) Schedules, Statement of Financial Affairs and Creditors' Meeting**

The 341 hearing was held and closed on April 12, 2016 (Docket # 28)

#### **(b) Employment of Professionals**

Debtor's counsel Garcia- Arregui & Fullana PSC was appointed per order dated April, 22, 2016 (Docket # 36)

### **Section 2.4 Projected Recovery of Avoidable Transfers**

The Debtor has not yet completed its investigation with regard to prepetition transactions. If you received a payment or other transfer within ninety days of the bankruptcy, or other transfer avoidable under the Code, the Debtor may seek to avoid such transfer. None the less it anticipates filing a complaint for the turnover of property and or fraudulent conveyances.

#### **Section 2.5 Claims Objections**

Except to the extent that a claim already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if and objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan. The term for the filing of Proof of claim by Governmental entities has no yet elapsed. Debtor reserves the right to review and object is necessary to any of the claims filed by a **Governmental entity deadline August 17, 2016.**

#### **Section 2.6 Current and Historical Financial Conditions**

The identity and fair market value of the estate's assets are listed in **Exhibit A.**

### **ARTICLE III.**

#### **THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS IN THE INDIVIDUAL CHAPTER 11 CASE**

The following is a brief summary of certain of the more significant provisions of the Plan. The purpose of the Plan is the provide realistic and acceptable recoveries to each valid claim against the Debtor, while expediting the reorganization of the Debtor. The Debtor understands the Plan accomplishes this purpose in the best manner available to it. This summary is qualified in its entirety by the full text of the Plan, which all creditors are urged to review carefully. The Plan if confirm will be binding upon the creditors.

### **Section 3.1 What is the Purpose of the Plan of Reorganization?**

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

### **Section 3.2 Unclassified Claims**

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

#### **(a) Administrative Expenses**

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under 507(a) (2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment. Any and all request for allowance for payment of administrative expenses must be filed not later than fourteen (14) days prior to the hearing on confirmation.

#### **(b) Post-Petition Priority Tax Claims**

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) priority tax claim unless agrees otherwise, it must receive the present value of

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such claim, in regular installments paid over a period not exceeding 5 years from the order of relief or as otherwise agreed in writing with each priority claimant.

### **Section 3.3 Designation of Classes of Claims and Individuals Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

#### **Class 1 Class of Secured Claims:**

Allowed Secured Claims are claims secured by a lien on property on which the Debtor has an interest, to the extent of the value of the creditor's interest in such property or to the extent of the amount subject to set off as the case may be as allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor allowed claim, the deficiency will be classified as a general unsecured deficiency claim.

Class 1 (A) Banco Popular de Puerto Rico a POC # 10 was filed by Banco Popular on June 13, 2016 claiming the amount of \$1,260,000.00 as secured. Claimant is the holder of several mortgage notes encumbering debtor's properties.

Class 1(B) Cooperativa San Rafael filed POC # 8 and 5 in the amount of 172,828.68 and \$10,701.99 respectively. Claimant is the holder of mortgage note in the amount of \$175,000.00. Creditor is debiting the payment against the balance of debtor's shares in the cooperative which are also pledged.

Class1(C) Cooperativa Isabela filed a POC # 4 in the amount of \$53,054.19. Claimant is the holder of mortgage note in the amount of \$69,300.00

Class1-(D) First Bank Puerto Rico has not yet file a POC. There is a final judgment entered against debtors its execution has been stayed.

Class 1 (E) Centro de Recaudación Ingresos Municipales(CRIM) file a secured proof of claim of which the entity is claiming as secured the amount of 3,219.89.

### **Classes of Priority Unsecured Claims**

**Priority Class 2** Certain priority claims that are referred to in §§ 507(a) (1), (4), (5), (6) and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive on the effective date of the Plan equal to the allowed amount of such claim it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the other of relief or as otherwise agreed in writing with each priority claimant. However, a class of holders of such claims may agree and vote to accept different treatment.

Class 2(a) Puerto Rico Tourism Co. in the amount of \$58,650.00(per POC # 12, dated June 30, 2016. It also filed POC # 13 in the amount of \$25,608.00 Which consist of the unsecured Hotel Room Tax that are entitled to priority pursuant to §507 (a)(8)(C). The Plan shall provide for payment within the time period provided for such claims under the provision of the Bankruptcy Court absent a different agreement for the payment. It is anticipated that the Debtor will file an objection to the allowance of said claims. Once allowed the amount finally determined to be owed by the Debtor shall be paid pursuant to the provisions of the Bankruptcy Code regarding priority claims.

Class 2 (c) Fondo del Seguro del Estado in the amount of \$ 1,313.21 (POC # 9) The AMENDED Plan shall provide for payment of the allowed claim within the time period provided for such claims under the provision of the Bankruptcy Court absent an agreement

for the payment.

### **Class 3 of General Unsecured Claims**

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code as duly allowed by the Court.

This claim shall may receive any dividends or payment in the plan from proceeds generated from the normal course of operation of Debtor's hostel Business, Home Away income and other income. the debtor will dedicate all available income to paid the unsecured claims after operating expenses and payment to secured claimants.

#### **(2) Impairment and Voting:**

Class 3 General Unsecured claim is impaired under the Plan, thus has a right to vote in favor or against the Plan.

(Alternate Scenario to Class 3 General Unsecured [Claims])

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Class 3 of General Unsecured Claims Once the matter regarding the payment to the Secured Claimant Banco Popular, be, through the reduction of the secured claims due to the sale of all or certain of the properties encumbered or the acceptance of the properties in payment of the allowed secured claim . The unsecured creditors will receive dividend payments from the Debtor's salary and the proceeds from the Hostel Business.

### **Class 4 Class of Interest**

This class consist ~~of the stockholders~~ Mr. Manuel Babilonia and Ms. Milta Cortes aka Mirta Cortes. They will not receive or retain any property under the Plan unless there is a surplus after payments to Secured, Priority claimants and general unsecured claimants

### **Section 3.4 Means of Implementing the Plan**

(a) **Source of Payments:**

The funds required to implement the Plan will come from income derived by Debtor from its continued business operation and salary paid from related entity.

**Section 3.5 Risk Factors**

The proposed Plan has the following risks: Fluctuation in the demand for the use of the Hostel and Home Away premises. The inability to close on the sale of the Property within the time period of one year or any extension thereof negotiated.

**Section 3.6 Executory Contracts and Unexpired Leases**

Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the plan, unless the court has set an earlier time.

All executory contracts and unexpired leases that are not listed will be rejected under the plan. Consult your adviser or attorney for more specific information about particular contracts or leases. Upon information and belief there are no executory contracts.

If you object to the rejection of your contract or lease, you must file and serve your objection to the plan within the deadline for objecting to the confirmation of the Plan.

***The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is thirty days from the entry of an order***

***rejection such Executory Contract.*** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

#### **Section 3.7 Tax Consequences of Plan**

Creditors and Interests Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/ Or Advisors. Upon the sale of the property Debtor will be subject to the payment of capital gain depending on the final purchase price.

### **ARTICLE IV.**

#### **CONFIRMATION REQUIREMENTS AND PROCEDURES**

Section 4.1 To be confirmable, the plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: The Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditors and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not only requirements for confirmation.

#### **Section 4.2 Who May Vote or Object**

Any party in interest may object to the confirmation of the plan if the Party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In the case, the plan proponent believes that classes are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the plan, they are assumed to have accepted the plan.

**(a) What Is an Allowed Claim or an Allowed Equity Interest?**

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the debtor has scheduled the claim on the Debtors schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditors has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditors or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the federal rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in the case was ***June 20 2016***.

The deadline for filing governmental claims ***is August 17, 2016***.

**(b) What Is an Impaired Claim or Impaired Equity Interest?**

As note above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the plan alters the legal, equitable, or contractual rights of the members of that class.

**(c) Who is Not Entitled to Vote?**

The holders of the following types of claims and equity interests are *not* entitled to vote:

- Holders of claims and equity interests that have been disallowed by an order of the Court;
- Holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to § 507 (a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses

**Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.**

**(d) Who Can Vote in More Than One Class**

A creditor whose claim has been allowed upon the entry of an Order allowing such claim in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

**Section 4.3 Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2.].

**(a) Votes Necessary for Class to Accept the Plan**

A class of claims accepts the Plan both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who votes, cast their votes to accept the Plan.

A class of equity interests accepts the plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the case, who vote, cast their votes to accept the plan.

**(b) Treatment of Non accepting Classes**

Even if one more impaired classes reject the plan, the court may nonetheless confirm the plan if the non-accepting classes are treated in the manner prescribed by 1129(b) of the

Code. A plan that binds non accepting classes is commonly referred to as a “cram down” plan. The Code allows the plan or bind non accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a) (8) of the Code, does nor “discriminate unfairly” and is “fair and equitable” toward each impaired class that has not voted to accept the plan.

***You should consult your own attorney if a “cram down” confirmation will affect your claim or equity interest, as the variation on this general rule are numerous and complex***

#### **Section 4.4 Liquidation Analysis**

To confirm the plan, the court must find that all creditors and equity interest holders who do not accept the plan will receive at least as much under the plan as such claim and equity interest holders would receive in a chapter 7 liquidation. The liquidation value of the Estate is \$,4,000,000.00. A Liquidation analysis is attached to this Disclosure Statement as Exhibit C. This Liquidation Analysis may change substantially depending on the outcome of the terms of the stipulation with Banco Popular and it the properties are sold or turnover. Upon the sale or turnover of any of the properties Debtor will submit an Liquidation Analysys that will reflect the changes in the value of the Estate and its effect on distribution to unsecured claimants.

#### **Section 4.5 Feasibility**

The Court must find that confirmation of the plan is not likely to be followed by the liquidation, or the further financial reorganization, of the debtor or nay successor to the debtor, unless such liquidation or reorganization is proposed in the plan.

(a) Ability to Initially Fund Plan

The plan proponent believes that the debtor will have enough cash on hand on the effective date of the plan to pay all the claims and expenses that are entitled to be paid on that date.

(b) Ability to Make Future Plan Payments and Operate Without Further Reorganization

The plan proponent must also show that it will have enough cash over the life of the plan to make the required plan payments.

**You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.**

## ARTICLE V

**Section 5-1. Means for Execution of the Plan**

The funds required to implement the Plan will come from income derived by Debtor from its continued business operation as well as the proceeds from the sale of real estate property. A summary of the Monthly Reports is attached as Exhibit B

**Section 5-2. Corporate Management.**

It is anticipated that Mr. Manuel Babilonia will continue to oversee the operation of the reorganized debtor Mr. Manuel Babilonia is presently manages the business.

**Section 5-3. Reverting of Property.**

Except as otherwise provided in this Plan, after payment of Administrative Expense Claims, Priority Claims, except Priority Tax Claims, and Convenience Claims, Debtor shall transfer all remaining funds and the Estate's Claims and Causes of Actions, as well as all other proceeds to which Debtor or the Reorganized Debtor may be entitled. The payments by the Debtor will be made from available funds originating from the sale of Properties.

**Section 5-4 Estate's Claims and Causes of Actions.**

The Estate's Claims and Causes of Action are hereby preserved and retained for enforcement by Debtor after the Effective Date. There is a counterclaim filed in the foreclosure proceeding filed by Banco Popular in which the debtor is claiming damages.

**ARTICLE VI**  
**IMPLEMENTATION OF THE PLAN**

**Section 6-1 Method of Distributions under the Plan.**

- (a) In General. Subject to Bankruptcy Rule 9010, all distributions under the Plan to the holder of each Allowed Claim shall be mailed by first class mail, postage prepaid, to the address of such holder as listed on the Schedules as of the Distribution Record Date, unless Debtor has been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim or notice of transfer of claim filed by such holder that provides an address for such holder different from the address reflected on the Schedules. Debtor, the Reorganized Debtor shall have no obligation to locate such holders whose distributions or notices are properly mailed but nevertheless returned.
  
- (b) Form of Distribution. Any payment of Cash made pursuant to the Plan shall be made by check, provided, however, that after the occurrence of the Effective Date, Debtor, the Reorganized Debtor is not obligated to make any Cash payment under the Plan unless the payment exceeds ten dollars (\$10); provided, further, that Cash equal to 100% of the distributions to which the holder of a Claim would be entitled under the Plan if the payment to such holder was less than or equal to ten dollars (\$10.00) shall be maintained in a reserve (the "Small Payment Reserve") for the benefit of such holder until an aggregate of at least ten dollars (\$10.00) is payable to such holder and at such time the holder shall receive a payment equal to 100% of the distributions to which it would otherwise be entitled.

(c) Distribution to be on Business Day. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

(d) Fractional Dollars. Whenever any payment of a fraction of a dollar would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (rounding down in the case of \$0.50 or less, and rounding up in the case of more than \$0.50).

(e) Distribution to Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date, the claims register shall be closed. Debtor shall have no obligation to recognize any transfer of any Claims occurring after the close of business on the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the close of business on the Distribution Record Date, unless otherwise provided for by order of the Bankruptcy Court.

Section 6.2 Objections to Disputed Claims. Any objections to Claims against Debtor shall be prosecuted by the Debtor, or the Reorganized Debtor, including any application to estimate or disallow Claims for voting purposes. Debtor or the Reorganized Debtor shall reasonably cooperate with each other in prosecuting any such objections.

Section 6.3 Deadlines for Objecting to Disputed Claims. Except as otherwise provided by order of the Bankruptcy Court with respect to any Claim, the Debtor or the Reorganized Debtor may file an objection to such Claim or otherwise dispute such Claim until the later of (i) the date that such Claim becomes due and payable in accordance with its terms, or (ii) the Effective Date.

Section 6.4 Estimation of Claims. Debtor, or the Reorganized Debtor, may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to

Section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall have jurisdiction to estimate such Claim at any time, including, without limitation, during litigation concerning such Claim or an objection to such Claim. Debtor or the Reorganized Debtor shall be entitled to request that the Bankruptcy Court determine either the Allowed amount of such Claim or a maximum limitation on such Claim. If the Bankruptcy Court determines the maximum limitation of such Claim, such determination shall not preclude Debtor, or the Reorganized Debtor, from pursuing any additional proceedings to object to any ultimate payment of such Claim. If the Bankruptcy Court determines the Allowed amount of such Claim, the amount so determined shall be deemed the amount of the Disputed Claim for all purposes under this Plan. All such proceedings are cumulative and not exclusive remedies

## **ARTICLE VII**

### **VOTING ON THE PLAN**

Section 7.1 **Voting of Claims.** Each holder of an **Allowed Claim** in an impaired Class which retains or receives property under the Plan shall be entitled to vote separately. Any claim for damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Estate, or its properties or agents, successors, or assigns unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for Debtor or the Reorganized Debtor on or before forty-five (45) days following the Confirmation Date. Unless otherwise ordered by the Bankruptcy Court or provided for in the Plan, all such Claims for which proofs of claim are timely filed will be treated as General Unsecured Claims subject to the provisions of the Plan.

## **ARTICLE VIII**

### **RELEASE AND DISCHARGE OF CLAIMS**

Section 8-1 **Discharge.** Except as otherwise expressly provided in Section 1141 of the Bankruptcy Code or the Plan, the distributions made pursuant to and in accordance with the applicable terms and conditions of the Plan are in full and final satisfaction, settlement, release and discharge as against Debtor of any debt of Debtor that arose before the Effective

Date, and any debt of Debtor of a kind specified in Section 502(g), 502(h), or 502(I) of the Bankruptcy Code, and all Claims against Debtor or its Estate of any nature, including, without limitation, any interest accrued thereon from and after the Petition Date, whether or not (I) a proof of claim based on such debt, obligation or equity interest is filed or deemed filed under Section 501 of the Bankruptcy Code, (ii) such Claim is Allowed under Section 502 of the Bankruptcy Code, or (iii) the holder of such Claim has accepted the Plan.

**Section 8-2 Injunction Relating to the Plan.** As of the Effective Date, all Persons will be permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, whether directly, indirectly, derivatively or otherwise against Debtor, its Estate, or the Reorganized Debtor, on account of, or respecting any Claims, debts, rights, Causes of Action or liabilities discharged pursuant to the Plan, except to the extent expressly permitted under the Plan

**Section 8-3 Cancellation of Existing Indebtedness and Liens.** Except as may otherwise be provided in the Plan, on the Effective Date, all credit agreements, promissory notes, mortgages, security agreements, invoices, contracts, agreements and any other documents or instruments evidencing Claims against Debtor, together with any and all Liens securing the same, shall be canceled, discharged and released without further act or action by any Person under any applicable agreement, law, regulation, order or rule, and Debtor's obligations there under shall be deemed cancelled, discharge and released. To the extent deemed necessary or advisable by Debtor or the Reorganized Debtor, any holder of a Claim shall promptly provide Debtor or the Reorganized Debtor with an appropriate instrument of cancellation, discharge or release, as the case may be, in suitable form for recording wherever necessary to evidence such cancellation, discharge or release, including the cancellation, discharge or release of any Lien securing such Claim.

**Section 8-4 Setoff.** Except as otherwise provided herein, nothing contained in the Plan shall constitute a waiver or release by the Estate of any rights of setoff the Estate may have against any Person.

## **ARTICLE IX**

### **CONDITIONS PRECEDENT TO EFFECTIVE DATE**

Section 9-1 **Conditions Precedent to Effectiveness.** The Plan shall not become effective and the Effective Date shall not occur, unless and until the following conditions shall have been satisfied or such conditions shall have been waived pursuant to Section 10.2 hereof:

- a) The Confirmation Order, in form and substance reasonably acceptable to Debtor, shall have been entered by the Bankruptcy Court and shall have become a Final Order;
- b) each of the Plan Documents, in form and substance reasonably acceptable to Debtor, (I) shall have been executed, delivered and, if necessary, properly recorded, (ii) shall have become effective, and (iii) shall have been filed with the Bankruptcy Court;
- c) All actions, other documents and agreements necessary to implement the Plan shall have been executed, delivered and, if necessary, properly recorded, and shall have become effective; and
- d) The Estate shall have sufficient Cash to meet all Cash funding obligations under the Plan required to be made on the Effective Date, including without limitation, sufficient Cash to establish the Class 5 Claims Reserve as to those claims to be paid by Debtor, or the Reorganized Debtor.
- e) Judgment granting damages to debtor and recovery of funds expended is entered and is final.

#### **Section 9-2 Waiver of Conditions.**

Debtor may waive one or more of the conditions precedent to the effectiveness of the Plan set forth in Section 9.1 above, except that Debtor may not waive the condition that the Estate will have sufficient Cash to meet all of Debtor's or the Reorganized Debtor's or the Reorganized Debtor's payment and funding obligations under the Plan on the Effective Date.

## **ARTICLE X**

### **RETENTION OF JURISDICTION**

#### **Section 10-1 Retention of Jurisdiction.**

After the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction of the

following specified matters arising out of, and related to the Bankruptcy Case and the Plan pursuant to Sections 105(a) and 1142 of the Bankruptcy Code:

- a) To hear and determine any and all objections to the allowance of any Claims or any controversies as to the classification of any Claims or estimate any disputed Claim;
- b) To hear and determine any and all applications by Professionals for compensation and reimbursement of expenses pursuant to Section 2.2 (c) hereof;
- c) To hear and determine any and all pending applications for the rejection or assumption of executory contracts and unexpired leases, and fix and allow any Claims resulting there from;
- d) To determine any and all applications, motions, adversary proceedings and contested or litigated matters pending before the Bankruptcy Court on the Confirmation Date;
- e) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of the Plan.
- f) To enforce the provisions of the Plan subject to the terms thereof;
- g) to correct any defect, cure any omission, or reconcile any inconsistency in the Plan, the Plan Documents or in the Confirmation Order as may be necessary to carry out the purpose and the intent of the Plan;
- h) To determine such other matters as may be provided for in the Confirmation Order.

## **ARTICLE XI**

### **MISCELLANEOUS**

**Section 11-1 Continuation of Injunctions or Stays until Effective Date.** All injunctions or stays provided for in the Bankruptcy Case under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

**Section 11-2 Exemption from Transfer Taxes.** In accordance with Section 1146(c) of the Bankruptcy Code.

- a) the issuance, transfer or exchange of any security under the Plan or the making or

delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, or the re-vesting, transfer or sale of any real or personal property of the Debtor pursuant to, in implementation of, or as contemplated by the Plan,

b) the making, delivery, creation, assignment, amendment or recording of any note or other obligation for the payment of money or any mortgage, or other security interest under, in furtherance of, or in connection with the Plan, c) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment. Consistent with the foregoing, officials of a governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, transfer tax, intangible tax or similar tax.

Section 11-3. Amendment or Modification of the Plan. Alterations, amendments or modifications of the Plan may be proposed in writing by Debtor at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of Section 1122 and 1123 of the Bankruptcy Code, and Debtor shall have complied with Section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time before or after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of Sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under Section 1129 of the Bankruptcy Code. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. Debtor or the Reorganized Debtor may, without notice to holders of Claims insofar as it does not materially and adversely affect the interests of any such holders, correct any

defect or omission in the Plan and any exhibit hereto or in any Plan Document.

**Section 11-4. Severability.** If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, upon Debtor's request, alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provisions shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing is valid and enforceable according to its terms.

**Section 11-5. Revocation or Withdrawal of the Plan.** Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If Debtor revokes or withdraws the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against Debtor or any other Person or to prejudice in any manner Debtor's rights or those of any Person in any further proceeding involving Debtor.

**Section 11-6. Binding Effect.** The rights, duties and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

**Section 11-7. Notices.** All notes, requests and demands to or upon Debtor shall only be effective if in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and confirmed, addressed as follows:

MANUEL BABILONIA

To the attention of

**García- Arregui & Fullana PSC**  
252 Ponce de León Ave.  
Citibank Towers Suite 1101  
San Juan, PR 00918  
Tel 787 766 2530  
Fax 787 756 7800

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Section 11-8. Dissolution of Committee. On the Effective Date, any Committee shall dissolve and the members of the Committee shall be released and discharged from all rights and duties arising from or related to this Bankruptcy Case. On such date, all of Debtor's claims or rights of action, if any, against any member of the Committee, and any officer, director, employee or agent of a Committee member shall be compromised, settle, and released in consideration of the terms of this Plan.

Section 11-9. Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent the Plan or the Plan Documents provide otherwise, the rights and obligations arising under this Plan shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico.

Section 11-10 Withholding and Reporting Requirements. In connection with the consummation of the Plan, Debtor, the Reorganized Debtor, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements.

Section 11-11. Plan Documents. Upon filing with the Bankruptcy Court, the Plan Documents may be inspected at the offices of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims may obtain a copy of the Plan Documents upon written request to Debtor in accordance with Section 12.7 hereof. The Plan Documents are incorporated into and made a part of the Plan, as if fully set forth in full herein.

Section 11-12 Post-Confirmation Fees, Final Decree. Debtor shall be responsible for the payment of any post-confirmation fees due pursuant to 28 U.S.C. '1930(a) (6) and the filling

of post-confirmation reports, until a final decree is entered or as otherwise provided by the Bankruptcy Court. A final decree shall be entered as soon as practicable after initial distributions have commenced under the Plan.

**Section 11-13. Headings.** Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

**Section 11-14. Filing of Additional Documents.** On or before substantial consummation of the Plan, Debtor or the Reorganized Debtor shall file with the Bankruptcy Court any agreements or other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

**Section 11-15. Inconsistency.** In the event of any inconsistency between the Plan and the Disclosure Statement, the Plan Documents or any other instrument or document created or executed pursuant to the Plan, the terms of the Plan shall govern.

## **ARTICLE XII**

### **Section 12-1      Modification of Plan**

The plan proponent may modify the plan at any time before confirmation of the plan. However, the court may require a new disclosure statement and/or re-voting on the plan.

The plan proponent may also seek to modify the plan at any time after confirmation only if (1) the plan has not been substantially consummated *and* (2) the Court authorizes the proposed modification after notice and a hearing.

### **Section 12-2      Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the plan proponent, or such other party as the Court shall designate in the plan confirmation order, shall file a motion with the court to obtain a final

decree to close the case. Alternatively, the court may enter such final decree on its own motion.

/S / MANUEL BABILONIA  
**RESPECTFULLY SUMMITTED,**

In San Juan, Puerto Rico, this 26<sup>th</sup> day of September 2016

**I HEREBY CERTIFY** that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the parties appearing in said systems including the US Trustee.

/S / Isabel M. Fullana

Isabel M. Fullana  
USDC No.: 12802

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GARCIA-ARREGUI & FULLANA PSC.  
Attorney for Debtor  
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**EXHIBITS**

Exhibit A Amended Cash and Projections.

**PERLAS DEL MAR & HOSTAL TROPICAL APARTMENTS FINANCIAL PROJECTIONS**  
 ACTUAL MONTHLY STATEMENTS OF CASH FLOW FROM JANUARY 12, 2016 TO MAY 30, 2016  
 PROJECTED MONTHLY STATEMENTS OF CASH FLOW FROM JUNE 1, 2016 TO DECEMBER 31, 2016  
 PROJECTED STATEMENTS OF CASH FLOW FOR THE YEARS ENDED DECEMBER 31, 2017, 2018, 2019 AND 2020

	Actual					Projected										TOTAL			
	January	February	March	April	May	SUB-TOTAL	June	July	August	September	October	November	December	TOTAL	2017	2018	2019	2020	
<b>Beginning Cash Balance</b>	\$ 6,731	\$ 2,197	\$ 1,041	\$ 573	\$ 2,287	\$ 6,731	\$ 1,442	\$ 2,825	\$ 3,257	\$ 3,264	\$ 4,015	\$ 4,752	\$ 8,593	\$ 6,731	\$ 13,734	\$ 15,854	\$ 9,564	\$ 11,004	\$ 6,731
<b>Revenues Received Perlas del Mar</b>	8,111	1,757	1,310	1,757	1,870	14,805	2,531	2,987	2,200	3,000	3,200	8,000	9,000	45,723	50,000	60,000	72,000	84,000	311,723
Revenues Received Hostal	-	-	670	-	-	670	-	-	-	-	-	-	-	670	-	-	-	-	670
Revenues Received Hostal	64	32	-	-	-	96	-	-	-	-	-	-	-	96	-	-	-	-	96
<b>Other received</b>	3,600	800	352	179	185	5,116	1,779	1,500	600	600	600	600	11,395	12,000	13,000	16,000	18,000	70,395	
<b>Contract Labor (Subcontractors)</b>	11,775	2,589	2,332	1,936	2,056	20,687	4,310	4,487	2,800	3,600	3,800	8,600	9,600	57,884	62,000	73,000	88,000	102,000	382,884
Rent	1,494	-	-	-	-	1,494	-	1,745	200	200	400	1,600	1,600	7,239	13,300	15,000	18,000	9,800	63,339
Insurance	888	99	-	40	350	1,377	337	337	337	337	337	337	337	3,736	4,000	4,200	4,400	4,600	20,936
Supplies	1,145	43	-	179	85	1,452	-	250	250	250	250	250	250	2,952	3,000	3,400	3,800	4,000	17,152
Repairs and Maintenance	-	256	1,335	-	408	1,999	477	275	275	275	275	275	275	4,126	4,200	4,400	4,600	4,800	22,126
Sales and Use Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tourism taxes	-	-	-	-	-	-	313	196	252	266	462	462	1,951	4,340	5,110	6,160	7,140	24,701	
Crim	-	-	-	-	-	-	-	-	-	-	-	-	900	900	900	900	900	4,500	
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Utilities (Business)	1,183	-	653	-	1,190	3,026	1,355	1,100	1,100	1,100	1,100	1,100	1,100	10,981	11,000	12,000	13,000	14,000	60,981
Deposit in Account Motel BPPR from Coop San Rafael	-	-	-	352	352	-	-	-	-	-	-	-	-	352	-	-	-	352	
Deposit in New Account Perlas	-	-	670	-	670	-	-	-	-	-	-	-	-	670	-	-	-	670	
Profesional Fees	-	-	-	-	-	-	400	400	400	400	400	400	2,000	3,000	3,600	4,000	4,400	17,000	
Bank Charges	46	43	67	3	6	165	25	35	35	35	35	35	401	440	480	500	540	2,361	
Visa Motel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Operating disbursement</b>	4,756	442	2,725	221	2,391	10,535	2,194	4,055	2,793	2,849	3,063	4,459	4,459	34,408	44,180	49,090	55,360	50,180	233,218
<b>Operating balance</b>	7,019	2,147	(393)	1,714	(335)	10,152	2,115	432	7	751	737	4,141	5,141	23,476	17,820	23,910	32,640	51,820	149,666
Other disbursement:	-	-	-	-	-	-	5,200	-	-	-	-	-	-	5,200	-	-	-	-	5,200
LOAN MOTEL TROPICAL,INC.	5,200	-	-	-	-	-	5,200	-	-	-	-	-	-	5,200	-	-	-	-	5,200
Personal Expense Cash Manuel Babilonia	3,600	800	-	-	-	-	4,400	-	-	-	-	-	-	4,400	-	-	-	-	4,400
MIRTA CORTES/PERSONAL)	2,753	2,503	75	-	509	5,840	733	-	-	-	-	-	-	6,573	-	-	-	-	6,573
US trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Sub-total</b>	11,553	3,303	75	-	509	15,440	733	-	-	-	-	300	-	16,473	1,200	1,200	1,200	1,200	21,273
<b>Cash balance of operations</b>	(4,534)	(1,156)	(468)	1,714	(845)	(5,289)	1,383	432	7	751	737	3,841	5,141	7,003	16,620	22,710	31,440	50,620	128,393
<b>Balance Before Unsecured C.</b>	2,197	1,041	1,778	2,287	1,442	1,442	2,825	3,257	3,264	4,015	4,752	8,593	13,734	13,734	30,354	38,564	41,004	61,624	135,124
Cash transferred to pesonal accounts	-	-	-	-	-	-	-	-	-	-	-	-	-	14,500	29,000	30,000	32,000	32,000	105,500
<b>CASH BALANCE FOR LIQUIDATION</b>	\$ 2,197	\$ 1,041	\$ 573	\$ 2,287	\$ 1,442	\$ 1,442	\$ 2,825	\$ 3,257	\$ 3,264	\$ 4,015	\$ 4,752	\$ 8,593	\$ 13,734	\$ 13,734	\$ 15,854	\$ 9,564	\$ 11,004	\$ 29,624	\$ 29,624

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I declare under penalty of perjury that these statements and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016 .  
 (Signature)

MANUEL BABILONIA & MIRTA CORTES FINANCIAL PROJECTIONS

ACTUAL MONTHLY STATEMENTS OF CASH FLOW FROM JANUARY 12, 2016 TO MAY 30, 2016  
 PROJECTED MONTHLY STATEMENTS OF CASH FLOW FROM JUNE 1, 2016 TO DECEMBER 31, 2016  
 PROJECTED STATEMENTS OF CASH FLOW FOR THE YEARS ENDED DECEMBER 31, 2017, 2018, 2019 AND 2020

	Actual												Projected											
	January	February	March	April	May	SUB-TOTAL	June	July	August	September	October	November	December	TOTAL	2017	2018	2019	2020	TOTAL					
Beginning Cash Balance	\$ 46,215	\$ 2,673	\$ 2,794	\$ 1,766	\$ 2,004	\$ 46,215	\$ 2,232	\$ 2,427	\$ 2,121	\$ 3,985	\$ 6,204	\$ 5,737	\$ 6,270	\$ 46,215	\$ 3,103	\$ 1,480	\$ 1,399	\$ 1,473	\$ 46,215					
<b>Revenues Received</b>																								
Salary or Cash from Business (Mirta Cortés)	2,100	1,860	50	-	300	4,310	733	196	600	600	600	600	600	8,239	6,000	7,000	8,000	9,000	38,239					
Wages from Other Sources (Salary from Motel Tropical)	-	-	750	3,000	3,750	3,000	3,000	3,000	3,000	3,000	4,000	4,000	26,750	37,000	38,000	38,000	38,000	177,750						
Alimony or Child Support(Paid from Manuel Babilonia)	-	-	-	800	800	1,600	500	900	500	500	500	500	500	5,500	-	-	-	-	5,500					
Coop San Rafael 11637	-	-	-	-	64	64	-	-	-	-	-	-	-	64	-	-	-	-	64					
Coop San Rafael 11637(Retired of Stock)	-	-	-	836	836	1,672	-	836	836	836	836	836	836	6,688	12,013	-	-	-	18,701					
Reimbursement and others	-	-	-	-	-	145	420	-	-	-	-	-	-	565	-	-	-	-	565					
Other (specify) (attach list to this report) Manuel Babilonia	3,650	3,000	2,000	-	-	8,650	-	346	1,500	1,500	1,500	1,500	1,500	16,496	16,000	18,000	20,000	22,000	92,496					
Transfer from Account 084-272738	-	-	607	-	-	607	-	-	-	-	-	-	-	607	-	-	-	-	607					
<b>Cash from operating accounts</b>	5,750	4,860	2,657	2,386	5,000	20,653	4,378	5,698	6,436	6,436	6,436	7,436	7,436	64,909	85,513	92,000	96,000	101,000	439,422					
Alimony or Child Support Payments	-	-	-	800	800	1,600	500	900	-	-	-	-	-	3,000	-	-	-	-	3,000					
Social security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Household Expenses/Food/Clothing	910	976	779	605	768	4,038	1,422	1,395	725	725	725	725	725	10,480	10,000	11,000	12,000	13,000	56,480					
Household Repairs & Maintenance	124.25	939	150	-	-	1,213	70	130	500	500	500	500	500	3,913	5,000	5,600	6,000	6,500	27,013					
Insurance	20	-	-	-	-	20	-	19	20	20	20	20	20	139	200	225	250	300	1,114					
Lease/Rent Payments(MIRTAS APARTMENT)	500	500	500	-	300	1,800	500	300	500	500	500	500	500	5,100	6,000	7,000	7,500	8,000	33,600					
Medical/Dental Payments	-	-	257	334	415	1,006	329	361	300	300	300	300	300	3,196	3,200	3,600	3,800	3,000	16,796					
Taxes - Personal Property	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	4,000	2,000	2,000	2,000	12,000					
Taxes - Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-	600	600	600	600	2,400	-					
Travel & Entertainment	405	394	252	-	330	1,381	434	1,013	225	225	225	225	225	3,953	3,000	3,400	3,700	4,000	18,053					
Repairs and maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Utilities (Electric, Gas, Water, Cable, Sanitation)	295	-	426	40	95	855	133	196	300	300	300	300	300	2,684	3,000	3,400	3,800	4,000	16,884					
Vehicle Expenses	700	360	655	280	460	2,455	355	505	400	400	400	400	400	5,315	5,000	5,400	5,800	6,000	27,515					
Professional Fees (Legal, Accounting) LIC. FULLANA	10,500	-	-	-	-	10,500	-	-	-	-	-	-	-	10,500	-	-	-	-	10,500					
Other (attach schedule)Bank charges	-	2	-	3	5	25	3	5	5	5	5	5	5	58	100	120	140	160	578					
U.S. Trustee Quarterly Fees	-	-	-	-	-	59	87	-	146	-	-	-	-	-	-	-	-	-	146					
Gifts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Car Loan(Oriental Bank)	415	-	-	-	415	-	-	415	1,245	415	415	415	-	-	-	2,076	4,000	4,400	4,800	3,600	18,876			
Credit Card Master Card Coop San Rafael (1089)	162	-	-	-	240	-	-	352	754	-	-	-	-	-	-	-	-	-	754					
Repairs Motel Tropical,Inc.	-	33,994	-	-	-	-	-	33,994	-	-	-	-	-	-	-	33,994	-	-	-	33,994				
Transferto Account 084-296259	-	-	-	607	-	-	607	-	-	-	-	-	-	-	607	-	-	-	607					
<b>Operating disbursement</b>	48,025	3,825	3,685	2,148	3,936	61,620	4,183	4,822	3,390	2,975	2,975	2,975	2,975	6,975	89,915	42,100	46,745	50,390	51,160	280,310				
<b>Operating balance</b>	(42,275)	1,035	(1,028)	238	1,064	(40,967)	195	877	3,046	3,461	3,461	4,461	461	(25,006)	43,413	45,255	45,610	49,840	159,112					
<b>Secured Claims:</b>																								
Mortgage Payment(s) Loan#4 & Loan#5 Coop. San Rafael	1267	913	-	-	836	3,016	-	836	836	836	836	836	836	8,032	10,032	10,032	10,032	10,032	48,160					
Loan Coop. San Rafael-Personal	-	-	-	-	-	-	-	346	346	346	534	534	534	2,640	6,408	6,408	6,408	6,408	28,272					
Visa Manuel Babilonia-10,701.99	-	-	-	-	-	-	-	-	198	198	198	198	198	2,376	2,376	2,376	2,376	2,376	10,098					
Loan payable Banco Popular	-	-	-	-	-	-	-	-	-	-	2,000	2,000	2,000	6,000	24,000	24,000	24,000	24,000	24,000	96,000				
US trustee Fees	-	-	-	-	-	-	-	-	-	-	300	300	300	600	1,500	1,800	2,000	2,400	2,400	8,300				
<b>Sub-total</b>	1,267	913	-	-	836	3,016	-	1,182	1,182	1,182	3,868	3,868	3,568	17,866	44,316	44,616	44,816	45,216	196,830					
<b>Cash balance of operations</b>	(43,542)	122	(1,028)	238	228	(43,983)	195	(305)	1,864	2,279	(407)	593	(3,107)	(42,872)	(903)	639	794	4,624	(37,718)					
<b>Balance Before Unsecured C.</b>	2,673	2,794	1,766	2,004	2,232	2,232	2,427	2,121	3,985	6,204	5,737	6,270	3,103	3,103	3,103	3,103	3,103	3,103	3,103					
<b>Cash balance for liquidation</b>	\$ 2,673	\$ 2,794	\$ 1,766	\$ 2,004	\$ 2,232	\$ 2,232	\$ 2,427	\$ 2,121	\$ 3,985	\$ 6,204	\$ 5,737	\$ 6,270	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103					
<b>CASH BALANCE FOR LIQUIDATION</b>	\$ 2,673	\$ 2,794	\$ 1,766	\$ 2,004	\$ 2,232	\$ 2,232	\$ 2,427	\$ 2,121	\$ 3,985	\$ 6,204	\$ 5,737	\$ 6,270	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103					

I declare under penalty of perjury that these statements and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016 .  
 (Signature)

**Manuel Babilonia & Mirta Cortés**

**Assets Statement  
June 30,2016**

**Asset Value:**

	<b>Market Value</b>
Cash	\$ 2,427
Cash	\$ 2,825
<b>Personal property Perlas del Mar</b>	<b>\$ 105,600</b>
Personal property Hostal	\$ 6,652
Common stock Ceda Media, Inc.	\$ 4,500
Common stock In Cooperative San Rafael	\$ 17,029
Sub-total	\$ 139,033

**Fixed Asset Value:**

* Residence Perlas del Mar located in Barrio Terranova Sector Estación, Quebradillas P.R.	2,700,000
* B & D Enterprises S.E. Plant (Land) located in Perlas del Mar Avenue Station Quebradillas (7 available portions about 900 meter,residue of 1.5 acres )	1,100,000
* Hostal Tropical Apartments Structure of 2 levels with 8 apartments located at Carr. 475 Sector Arenales Alto ,Isabela P.R. (Rent in short term basis)	250,000
* Lot of land 2,489 squared meter located in Carr. 4485 Int. Avenue Station, Quebradillas P.R.	250,000
* Two Residence located in Road #2 Km. 108.7 Bo. Mora in Isabela Puerto Rico.	225,000
* Lot of land of 848 squared meters located in Carr. 4485 Int. Quebrada Mala, Quebradillas P.R.	50,000
* Lot of Land of 13.10 acres located in Sector Charca(Plana) del Barrio Guajataca,Quebradillas P.R.	65,000
* Lot of land of 2,900 meters located in Carr. 476 Barrio Plana, Isabela P.R.	30,000
* Lot of land 1,244 meters located in Carr. 115 sector Pico Piedra ,Brett Front in Aguada P.R.	325,000
* Lot of Land #5 (900 squared meters) in Perlas del Mar Carr. 4485 Int. Avenue Station,Quebradillas Puerto Rico.	85,000
* Lot of Land of 5,400 meters located in Carr. # 2 k.m. 107.8 Isabela Puerto Rico.	540,000
Sub-total	\$ 5,620,000
Total	<b>\$ 5,759,033</b>

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**Manuel Babilonia & Mirta Cortés  
Assets Statement  
June 30,2016**

**Debts Balance**

**Secured Claims:**

Banco Popular de Puerto Rico a POC #10	\$ 1,260,000
Cooperativa San Rafael filed a POC # 8	172,828
Cooperativa San Rafael filed a POC #5	10,702
Cooperativa de Isabela filed a POC # 4	53,054
Sub-total	<u>\$ 1,496,584</u>

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**Unsecured Claims:**

Centro de Recaudación de Ingresos Municipales(CRIM)	3,219
Puerto Rico Tourism Co.	58,650
Corporación del Fondo del Seguro del Estado(CFSE)	1,313
Sub-total	<u>\$ 63,182</u>
Total	<u>\$ 1,559,766</u>

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**Difference**

**\$ 4,199,267**

MANUEL BABLONIA & MIRTA CORTES FINANCIAL PROJECTIONS

PERLAS DEL MAR & HOSTAL TROPICAL APARTMENTS FINANCIAL PROJECTIONS

ACTUAL MONTHLY STATEMENTS OF CASH FLOW FROM JANUARY 12, 2016 TO AUGUST 31, 2016

PROJECTED MONTHLY STATEMENTS OF CASH FLOW FROM SEPTEMBER 1, 2016 TO DECEMBER 31, 2016

PROJECTED STATEMENTS OF CASH FLOW FOR THE YEARS ENDED DECEMBER 31, 2017, 2018, 2019 AND 2020

	Actual												Projected									
	January	February	March	April	May	SUB-TOTAL	June	July	August	September	October	November	December	TOTAL	2017	2018	2019	2020	TOTAL			
<b>Beginning Cash Balance</b>	\$ 52,946	\$ 4,870	\$ 3,836	\$ 2,340	\$ 4,292	\$ 52,946	\$ 3,675	\$ 5,253	\$ 5,974	\$ 4,160	\$ 2,687	\$ 2,192	\$ 2,849	\$ 52,946	\$ 106	\$ 953	\$ 1,268	\$ 911	\$ 52,946			
<b>Income Received</b>																						
Salary or Cash from Business (Mirta Cortés)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wages from Other Sources (Salary from Motel Tropical)	2,100	1,860	50	-	300	4,310	733	196	72	600	600	600	600	7,711	6,000	7,000	8,000	9,000	37,711			
Alimony or Child Support(Paid from Manuel Babilonia)	-	-	-	750	3,000	3,750	3,000	5,334	3,000	2,000	2,000	2,000	2,500	23,584	41,000	36,000	36,000	36,000	172,584			
Coop San Rafael 11637	64	32	670	-	64	830	-	-	300	-	-	-	500	500	5,900	6,000	6,000	6,000	6,000	29,900		
Coop San Rafael 11637(Retired of Stock)	-	-	-	836	836	1,672	-	1,182	-	1,182	1,182	1,182	1,182	6,400	13,500	1,100	320	-	1,130			
Reimbursement and others	-	-	-	-	-	145	420	-	-	-	-	-	-	565	-	-	-	-	565			
Other (specify) (attach list to this report) Manuel Babilonia	3,650	3,000	2,000	-	-	8,650	-	-	-	-	-	-	-	8,650	-	-	-	-	8,650			
Transfer from Account 084-272738	-	-	607	-	-	607	-	-	-	-	-	-	-	607	-	-	-	-	607			
<b>Income Received Perlas del Mar</b>	8,111	1,757	1,310	1,757	1,870	14,805	2,531	2,983	250	2,700	2,000	2,000	2,500	29,769	32,000	50,000	50,000	50,000	211,769			
<b>Income Received Hostal</b>	3,600	800	352	179	185	5,116	1,779	1,500	96	400	500	600	9,991	13,000	15,000	15,000	15,000	67,991				
<b>Total Amount Received</b>	17,525	7,449	4,989	4,322	7,055	41,340	8,688	12,515	4,618	5,800	6,682	6,782	7,882	94,307	111,500	115,100	115,320	116,000	552,227			
<b>Contract Labor (Subcontractors)</b>	\$ 1,494	\$ -	\$ -	\$ -	\$ -	\$ 1,494	\$ -	\$ 1,733	\$ -	\$ 200	\$ 800	\$ 500	\$ 500	5,227	3000	3000	3000	3000	17,227			
Alimony	-	-	-	-	800	800	1,600	500	900	900	500	500	500	5,900	-	-	-	-	5,900			
Social security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Household Expenses/Food/Clothing	910	976	779	605	768	4,038	1,422	1,188	1,370	725	725	725	725	10,918	10,000	11,000	12,000	13,000	56,918			
Household Repairs & Maintenance	124.25	939	150	-	-	1,213	70	30	171	500	500	500	500	3,484	5,000	5,600	6,000	6,500	26,584			
Insurance	908	99	-	40	350	1,397	337	356	19	20	357	20	20	2,526	200	225	250	300	3,501			
Lease/Rent Payments(MIRTAS APARTMENT)	500	500	500	-	300	1,800	500	300	700	500	500	500	500	5,300	6,000	7,000	7,500	8,000	33,800			
Medical/Dental Payments	-	-	257	334	415	1,006	329	361	422	300	300	300	300	3,318	3,200	3,600	3,800	3,000	16,918			
Taxes - Personal Property	-	-	-	-	-	-	-	-	-	-	-	-	-	4,019	2,000	2,000	2,000	2,000	12,019			
Taxes - Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-	800	600	600	600	600	3,200			
Travel & Entertainment	405	394	252	-	330	1,381	434	2,658	192	225	400	400	400	6,090	3,000	3,400	3,700	4,000	20,190			
Repairs and maintenance	-	256	1,335	-	408	1,999	477	-	468	275	275	275	275	4,044	3,000	3,000	3,000	3,000	16,044			
Utilities (Electric, Gas, Water, Cable, Sanitation)	1,478	-	1,079	40	1,285	3,881	1,488	1,066	1,057	1,400	1,300	1,300	1,300	12,792	10,000	10,000	10,000	10,000	52,792			
Vehicle Expenses	700	360	655	280	460	2,455	355	616	330	400	400	400	400	5,356	5,000	5,400	5,800	6,000	27,556			
Professional Fees (Legal, Accounting) LIC. FULLANA	10,500	-	-	-	-	10,500	-	225	274	400	400	400	400	12,599	4,800	4,800	4,800	4,800	31,799			
Other (attach schedule)Bank charges	-	-	2	-	3	-	5	25	3	5	5	5	5	56	100	120	140	160	576			
Licences	-	-	-	-	-	-	-	860	-	-	-	-	-	860	-	-	-	-	860			
Gifts	-	-	-	59	87	-	146	-	-	-	-	-	-	146	-	-	-	-	146			
Deposit in New Account Perlas	-	-	-	670	-	-	670	-	-	-	-	-	-	670	-	-	-	-	670			
Deposit in Account Motel BPPR from Coop San Rafael	-	-	-	-	352	352	-	-	-	-	-	-	-	352	-	-	-	-	352			
Deposit in Hostal Account From Coop San Rafael	-	-	-	-	-	-	-	-	300	-	-	-	-	300	-	-	-	-	300			
Other disbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	150	-	-	-	-	150			
Car Loan(Oriental Bank)	415	415	-	-	415	1,245	415	-	-	415	415	-	-	2,491	-	-	-	-	2,491			
Credit Card Master Card Coop San Rafael (1089)	162	240	-	-	352	754	-	-	-	-	-	-	-	754	-	-	-	-	754			
Repairs Motel Tropical,Inc.	33,994	-	-	-	-	33,994	-	-	-	-	-	-	-	33,994	-	-	-	-	33,994			
Transfer Account 084-296259	-	-	607	-	-	607	-	-	-	-	-	-	-	607	-	-	-	-	607			
Supplies	1,145	43	-	179	85	1,452	-	86	-	250	-	-	-	1,788	1,500	1,500	1,500	1,500	7,788			
LOAN MOTEL TROPICAL,INC.	5,200	-	-	-	-	-	-	-	-	-	-	-	-	5,200	-	-	-	-	5,200			
Personal Expense Cash Manuel Babilonia	3,600	800	-	-	-	-	4,400	-	-	-	-	-	-	4,400	-	-	-	-	4,400			
MIRTA CORTES(PERSONAL)	2,753	2,503	75	-	509	5,840	733	196	72	268	-	-	-	7,109	-	-	-	-	7,109			
Mortgage Payment(s) Loan#4 & Loan#5 Coop. San Rafael	1267	913	-	-	836	3,016	-	1,182	-	836	-	-	-	5,034	-	-	-	-	5,034			
Bank Charges	46	43	67	3	6	165	25	34	4	35	-	-	-	263	260	260	260	260	1,303			
US trustee Fees	-	-	-	-	-	-	-	-	-	300	300	-	-	600	1,500	1,800	2,000	2,400	8,300			
<b>Sub-total</b>	<b>65,601</b>	<b>8,482</b>	<b>6,485</b>	<b>2,370</b>	<b>7,672</b>	<b>90,611</b>	<b>7,110</b>	<b>11,794</b>	<b>6,432</b>	<b>7,273</b>	<b>7,177</b>	<b>6,125</b>	<b>10,625</b>	<b>147,147</b>	<b>59,160</b>	<b>63,305</b>	<b>66,350</b>	<b>68,520</b>	<b>404,482</b>			
<b>Cash balance of operations</b>	(48,076)	(1,033)	(1,496)	1,952	(617)	(49,271)	1,578	721	(1,814)	(1,473)	(495)	657	(2,743)	(52,840)	52,340	51,795	48,970	47,480	147,745			
<b>Balance</b>	4,870	3,836	2,340	4,292	3,675	3,675	5,253	5,974	4,160	2,687	2,192	2,849	106	52,446	52,748	50,238	48,391	200,691				
<b>Secured Claims:</b>																						
Banco Popular POC #10	\$ 1,260,000	-	-	-	-	-	-	-	-	-	-	-	-	30,000	30,000	30,000	30,000	30,000	120,000			
Coop. San Rafael POC #	\$ 172,829	-	-	-	-	-	-	-	-	-	-	-	-	10,032	10,032	10,032	10,032	10,032	40,128			
Coop. San Rafael POC #	-	-	-	-	-	-	-	-	-	-	-	-	-	4,152	4,152	1,999	-	10,303				
Coop. Isabela POC # 4	\$ 53,054	-	-	-	-	-	-	-	-	-	-	-	-	4,668	4,668	4,668	4,668	4,668	18,672			